

JACKSON REDEVELOPMENT AUTHORITY

of the

CITY OF JACKSON, MISSISSIPPI

**REQUEST FOR REDEVELOPMENT
PROPOSALS**

**City of Jackson Convention Center Hotel
Downtown Jackson, Mississippi**

Submission Deadline: December 13, 2011

Dated November 23, 2011

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JACKSON REDEVELOPMENT AUTHORITY
of the
CITY OF JACKSON, MISSISSIPPI
REQUEST FOR REDEVELOPMENT PROPOSALS
JACKSON CONVENTION CENTER HOTEL

The Jackson Redevelopment Authority (the "Authority"), working in cooperation with the City of Jackson, Mississippi (the "City"), is pleased to announce the availability for redevelopment of the property bounded by Pascagoula, Roach and Farish Street and adjacent properties (the "Property") located in downtown Jackson as the Jackson Convention Center Hotel site. The Property is more particularly described within the legal description attached hereto as Exhibit "A".

The Authority will receive Proposals until 2:00 o'clock p.m., December 13, 2011 (the "Submission Deadline"), for the lease and redevelopment of all or a portion of the Property.

It is anticipated that, if a Proposal is accepted, the Authority will enter into an lease/loan agreement (a "Lease and Loan Agreement") with a party that will agree to redevelop the Property (or a portion of the Property) with such modifications, additions and changes as shall be specifically set forth in the accepted Proposal or as shall be mutually acceptable to the selected Proposer and the Authority.

All Proposals shall be in accordance with the instructions contained herein and shall be subject to the terms and conditions hereinafter set forth. Additionally, this Request for Redevelopment Proposals is conditioned upon the approval of Amendment No. 9 to the City's Urban Renewal Plan by the City of Jackson on December 5, 2011.

The Property

The Property is generally depicted on the sketch attached hereto as Appendix IV and information generally identifying the Property is set forth in Appendix V.

The Property is located directly across the street from the Jackson Convention Center in downtown Jackson, the region's center for commerce and government, which has a daytime population of over 25,000 employees. As the cultural heart of Mississippi, the downtown area has four museums, a performing arts center and is the primary location for special events. Numerous major developments have been recently completed, are currently underway or are scheduled for the near future in and near the downtown area.

The Authority is in the process of entering into a Purchase and Sale Agreement for the Property from the current owner. If a Purchase and Sale Agreement is not executed prior to December 13, 2011, the Authority retains the rights to terminate this Request for Redevelopment Proposals.

INFORMATION (IF ANY) SET FORTH IN THIS REQUEST FOR REDEVELOPMENT PROPOSALS OR ANY INFORMATION PROVIDED BY THE AUTHORITY OR THE CITY TO ANY POTENTIAL PROPOSER CONCERNING THE NUMBER OF SQUARE FEET CONTAINED IN VARIOUS AREAS IS BASED UPON ESTIMATES AND IS SUBJECT IN ALL RESPECTS TO ACTUAL MEASUREMENT. INFORMATION (IF ANY) SET FORTH IN THIS REQUEST FOR

REDEVELOPMENT PROPOSALS OR ANY INFORMATION PROVIDED BY THE AUTHORITY OR THE CITY TO ANY POTENTIAL PROPOSER CONCERNING THE CONDITION OF THE PROPERTY IS BASED UPON INFORMATION PROVIDED TO THE AUTHORITY OR THE CITY, AS APPLICABLE, WHICH HAS NOT BEEN VERIFIED BY THE AUTHORITY OR THE CITY. ACCORDINGLY, EACH PROPOSER SHOULD MAKE AN INDEPENDENT DETERMINATION CONCERNING ALL MATTERS RELATING TO THE CONDITION OF THE PROPERTY.

Documents

The Documents governing, controlling and relating to this Request for Redevelopment Proposals include: this Request for Redevelopment Proposals; the Notice of Request for Redevelopment Proposals attached hereto as Appendix I; the Redevelopment Proposal Forms attached hereto as Appendix II; the Terms of Lease and Loan Agreement attached hereto as Appendix IV; the Sketch Generally Depicting the Property attached hereto as Appendix V; and the General Identification of the Property attached hereto as Appendix VI (all of which collectively are herein referred to as the "Documents"). Copies of each of these Documents are available for review at the offices of the Authority and will be furnished upon request.

Redevelopment Standards; Uses

Compliance with applicable zoning laws and building codes of the City of Jackson will be required. All redevelopment of the Property must conform to the Zoning Ordinances of the City of Jackson as they may be in effect from time to time.

It is anticipated that the Property will be redeveloped for a 300-room hotel with sufficient meeting and banquet space and adequate parking, office, retail, other commercial or market rate residential uses or for some combination of such uses. The terms of the lease of the Property is as provided in Appendix III.

Gulf Opportunity Zone Act

The Property is located within the Gulf Opportunity Zone under the *Gulf Opportunity Zone Act of 2005*, H.R. 4440 ("GO Zone Bonds") and the Authority anticipates issuing in an amount not to exceed \$89,950,000 in GO Zone Bonds. In order to issue such GO Zone Bonds before the expiration of the legislation, the Lease and Loan Agreement must be executed by December 30, 2011. Proposers should take this schedule into effect when submitting their proposal.

City of Jackson Credit Enhancement

It is anticipated that the City of Jackson, Mississippi (the "City") is considering pledging its General Fund as a credit enhancement to the GO Zone Bonds to be issued pursuant to a contribution agreement. This credit enhancement will be included in a reimbursement agreement (the "Reimbursement Agreement") to be entered into by and between the Authority and Proposer chosen.

Qualifications

Parties responding to this Request for Proposals must be financially capable of guaranteeing any debt issued, including the GO Zone Bonds, by the Authority for the redevelopment of the Property to be eligible for consideration. The Authority shall consider a party's financial capacity, portfolio and history

in developing commercial properties in making its determination. Additionally, a party must maintain an asset portfolio in excess of \$100 Million to be eligible for consideration.

Proposals

Proposals for the lease and redevelop (a "Proposal") all or any part of the Property will be considered. A form is provided for Lease Proposals. All Proposals shall be on the applicable Redevelopment Proposal Form furnished by the Authority, accompanied by such appendices, exhibits, or other materials as the Proposer desires. All Proposals shall be subject to all of the requirements of each of the Documents.

A pre-proposal conference will be held at 9:00 a.m. on December 1, 2011, or at such other time or on such other date as the Authority shall determine to be appropriate. Parties desiring notice if the pre-proposal conference will be held other than at 9:00 a.m. on December 1, 2011, should submit a written request for such notice to the Authority. The pre-proposal conference will be a forum to answer questions from potential respondents in a fair and open setting. It is anticipated that the conference will be held in the conference room on the first floor of the Hood Building, 200 South President Street. The Authority may schedule one or more additional pre-proposal conferences. Parties desiring notice of any additional pre-proposal conferences should submit a written request for such notice to the Authority.

Each proposer (a "Proposer") must submit ten (10) copies of its Proposal to Jackson Redevelopment Authority, Room 223, 2nd floor, Hood Municipal Building, 200 South President Street, Jackson, MS 39201, no later than 2:00 p.m. on December 13, 2011. All copies should be in an 8.5"x11" format, with graphics not exceeding 11"x17". Nine of the ten copies should be bound and one of the copies should be unbound. All Proposals shall be in an envelope plainly marked "Redevelopment Proposal, to be Received Until December 13, 2011". All Proposals must be received by the Authority prior to the time set for receipt of Proposals.

Information to be Included in All Proposals. All Proposals shall include, at a minimum, the following:

- A. Description of the Development Team, including and/or addressing (as applicable):
 - (i) Description of primary respondent and related principals.
 - (ii) Description of team members, including architects, consultants and contractors.
 - (iii) Description of development and redevelopment experience and status of current projects including experiences related to the design, construction, leasing and management of urban real estate projects.
 - (iv) Description of similar experiences in developing and redeveloping properties acquired from public owners and with the public process.
 - (v) Ability to assemble additional property to increase the magnitude and impact of the proposed project (if applicable).
 - (vi) A statement showing the Proposer's qualifications and financial responsibility on a form supplied by the Authority.
- B. Details of the proposed redevelopment of the Property (or applicable portion thereof), including information addressing (without limitation):
 - (i) Project vision.
 - (ii) Development concept including narrative description.
 - (iii) Proposed redevelopment plan.
 - (iv) Anticipated types of uses as to the non-hotel property.

- (v) Approximate quantities/square footage for each use.
 - (vii) Preliminary project budget and 10-year cash-flow proforma.
- C. A comprehensive description of any governmental assistance or governmental participation in the proposed project, which the Proposer will request or require.
 - D. A comprehensive description of all conditions upon the Proposer's commitment to carry out redevelopment of the Property (or applicable portion thereof) pursuant to the Proposal.
 - E. Such other information as the Proposer may determine to be appropriate to permit the Authority to determine the qualifications, experience and abilities of the Proposer and to gain a complete understanding of the Proposer's vision for the Property.
 - F. A statement that the Proposal is to lease and redevelop all or a portion of the Property.
 - G. The base rentals, which the Proposer will agree to pay (or the method for computing base rentals). (Under applicable law, the Authority cannot dispose of property, by sale, lease or other transfer, for less than its fair value for uses in accordance with the applicable urban renewal plan.)
 - H. A description of any variations from the lease terms described in Appendix "III" hereof, and of any additional lease provisions, which the Proposer will request or require.
 - I. A statement evidencing the Proposer's agreement that, if the Board of Commissioners of the Authority determines that it is in the public interest to accept such Proposal, the Proposer will enter into a Lease and Loan Agreement as described in Appendix "IV" hereof (with such modifications, additions and changes as shall be specifically set forth in such Proposal or as shall be mutually acceptable to the Proposer and the Authority), and the Proposer will agree to file, with the Authority, an affirmative action program for work-force integration.

The Authority may consider as irregular any Proposal on which there is a material alteration of or departure from the applicable Redevelopment Proposal Form and at its option may reject the same. Erasures or other changes in any Proposal must be explained or noted over the signature of the Proposer.

Withdrawal of Proposals

No Proposal may be withdrawn without the Authority's consent during the period commencing on and including the date of submission and ending one-hundred and twenty days after the Submission Deadline.

Review of Proposals; Negotiations; Execution of Agreement

- (i) An evaluation team will be designated by the Board of Commissioners of the Authority to review and consider all Proposals in light of all factors, which such evaluation team deems relevant, including, without limiting the generality of its consideration, the following:
 - (a) the overall qualifications, financial stability, experience and past performance of the Proposer;

- (b) the experience of the Proposer with respect to activities comparable to those covered by the Proposal;
- (c) the overall qualifications, financial stability, experience and past performance of the other members of the Development Team;
- (d) the qualification and experience of staff to be assigned to the project;
- (e) the proven ability of team members to successfully design and redevelop high quality, high-density projects in an urban setting;
- (f) the legal ability of the Proposer to carry out its Proposal;
- (g) the cost, scope and scale of the proposed redevelopment and the amount of the investment to be made by the Proposer;
- (j) the overall financial attractiveness of the Proposal, and the anticipated net economic effect to the Authority and the City of accepting the Proposal, including but not limited to:
 - (1) the proposed purchase price or rental payments;
 - (2) anticipated/projected new tax revenues to be generated by and because of the proposed redevelopment;
 - (3) any public assistance or incentives, which the Proposer intends to request.
- (l) the projected timetable for the redevelopment;
- (m) any particular terms or conditions required or requested in the Proposal.
- (ii) (a) Representatives of the Authority and/or the evaluation team may commence review of a Proposal at any time after receipt thereof;
- (b) at any time after receipt of a Proposal, representatives of the Authority and/or the evaluation team may request such additional information from the Proposer as may be necessary to fully evaluate the Proposal and the Proposer's ability to carry out the Proposal (including, without limitation, information concerning a Proposer's qualifications or financial responsibility) and may discuss possible modifications to the Proposal;
- (c) at any time after the Submission Deadline, representatives of the Authority and/or the evaluation team may negotiate with any or all parties submitting Proposals concerning modifications to Proposals.

In the event that one or more Proposals is received and reviewed prior to the Submission Deadline, every reasonable effort will be made to assure the confidentiality of information included in such Proposal or Proposals until the Submission Deadline. Neither the Authority, nor any Commissioner, employee, agent, attorney or other representative of the Authority shall under any circumstances be liable for disclosure of any such information.

- (iii) Following receipt and review of all Proposals and all discussions and presentations (if any), the evaluation team will evaluate and/or rank the Proposers and, unless it determines to recommend rejection of all Proposals, will recommend that the Authority enter into a Redevelopment Agreement with the Proposer receiving the highest evaluation or ranking.
- (iv) Upon receipt of the evaluation team's recommendation, the Board of Commissioners of the Authority will, unless it determines at that time to reject all Proposals, select one or more Proposals and will commence negotiations with the party or parties submitting such Proposal or Proposals. At such time, all Proposers shall be advised of the party or parties with whom negotiations are commencing.
- (v) In the event that the Authority determines not to accept any of the Proposals, all Proposers will be advised thereof.
- (vi) The Authority reserves the right: to reject any and all Proposals; to waive any and/or all informalities and irregularities; to negotiate with any person or persons for Proposals; and to waive clarifications and exceptions.
- (vii) In the event that the Board of Commissioners of the Authority determines that it is in the public interest to accept a Proposal, a notification of intent to accept such Proposal shall be filed with the City Council of the City. At such time, a copy of such notification of intent shall also be delivered to the Proposer designated therein (the "Selected Proposer"). It is anticipated that the Authority will determine whether it is in the public interest to accept a Proposal and which Proposal, if any, to accept within six (6) days of the Submission Deadline.
- (viii) Not more than seven (7) days subsequent to the date on which such notification of intent is filed, the Authority and the Selected Proposer shall enter into the Lease and Loan Agreement.
- (ix) The failure of the Selected Proposer to execute such Lease and Loan Agreement within such time period, or within such extended period as the Authority may grant, based upon reasons determined sufficient by the Authority, shall constitute a default and such Selected Proposer shall have no further rights with respect to such Proposal.
- (x) If the conditions upon the Selected Proposer's obligations as set forth in the Lease and Loan Agreement shall be met, the Selected Proposer shall file, with the Authority, an affirmative action program for work-force integration.

In the event that the Authority and the Selected Proposer shall not have executed a Lease and Loan Agreement within the time period set forth above, the Authority may undertake discussions and/or negotiations with one or more other parties, which submitted Proposals. In such event, if the Authority shall determine that it is in the public interest to accept a different Proposal, the Authority shall proceed with the actions described in paragraphs (vii), (viii), (ix) and (x) above with respect to such other Proposal.

Protest Procedures

The Authority will consider all protests requested in a timely manner regarding the acceptance of a Proposal, whether submitted before or after filing of a notice of intent with the City. All protests are to be submitted in writing to Executive Director, Jackson Redevelopment Authority, Room 223, 2nd floor, Hood Municipal Building, 200 South President Street, Jackson, MS 39201. Protest submissions shall be

concise, logically arranged, and clearly state the grounds for the protest. Protests against the execution of a Memorandum of Understanding or Redevelopment Agreement must be submitted within three (3) days following the filing of a notice of intent with the City.

Status of Title; Proposed Conveyance

It is anticipated that the Authority will lease the Property (or applicable portion thereof), subject only to normal and customary exceptions, which will not interfere with redevelopment, and use of the Property (or applicable portion thereof) for the intended uses.

The Authority believes that it will acquire marketable title to parcels included in the Property. The Authority is not, however, aware of any recent examination or examinations of title to the Property and makes no representation concerning the status of title. The Authority further makes no representation concerning matters, which may be revealed by a survey of the Property. Upon request, the Authority will make copies of title information previously provided to the Authority available to interested parties.

Prohibited Interests

The Selected Proposer will be required to represent, warrant and covenant that no official, employee or member of the governing body of the City or the Authority and no person who shall have been a member of the governing body of the City or the Authority during the preceding one-year period has or shall have any personal interest, direct or indirect, in any agreement entered into pursuant to this Request for Redevelopment Proposals or such Selected Proposer. No official, employee or member of the governing body of the Authority or the City shall be personally liable to the Selected Proposer or any successor in interest in the event of any default or breach by the Authority or for any amount which may become due to the Selected Proposer or successor or on any obligations under the terms of any agreement entered into pursuant to this Request for Redevelopment Proposals.

Non-Discrimination; Equal Business Opportunity.

The Authority is committed to the principle of non-discrimination in public contracting and the ideals of equal business opportunities for all persons in undertakings in which the Authority is involved. Any redevelopment agreement will include provisions designed to assure substantive participation by minority business enterprises in the redevelopment of the Property (or applicable portion thereof), consistent with the goals and objectives of the City of Jackson's Equal Business Opportunity Program Ordinance.

Inspection of Property; Other Information

Each proposer should inspect the Property prior to submitting a Proposal. Arrangements to enter the Property should be made by contacting the offices of the Authority.

Upon request, representatives of the Authority and/or the City will counsel with, and make available such information as they have concerning the Property to, any party who demonstrates an interest in submitting a Proposal. No proposer should, however, rely upon any oral interpretation of this Request for Redevelopment Proposals.

Interpretations and Addenda

No oral interpretation will be made to any Proposer as to the meaning of any of the Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Authority. Any

inquiry received seven or more days prior to the date fixed for the receipt for Proposals will be given consideration, and every interpretation so made will be in the form of an Addendum to the Documents (each an "Addendum" and collectively "Addenda").

The Authority may modify the Documents in any respect at any time prior to the Submission Deadline, including but not limited to modifications to extend the Submission Deadline (for the convenience of the Authority or the City or for any other reason) at any time either before or after the Submission Deadline. Every modification will be in the form of Addenda to the Documents. All Addenda will be mailed to each person who received Documents from the Authority and requested notices of Addenda, but it shall be the Proposer's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Documents and all Proposers shall be bound by such Addenda, whether or not received by the Proposer, provided that no Proposer shall be bound by an Addendum (except Addenda extending the Submission Deadline), which was not issued and on file in the office of the Authority at least five (5) days prior to the Submission Deadline, unless such Proposer received notice of such Addendum prior to the Submission Deadline. Any Proposer which shall have submitted a Proposal prior to the issuance of an Addendum shall be promptly notified of such Addendum and offered an opportunity to make such modifications to the Proposal as shall be reasonably necessary to address the provisions of such Addendum; provided that all such modifications shall be submitted to the Authority prior to the Submission Deadline.

APPENDIX I

JACKSON REDEVELOPMENT AUTHORITY of the CITY OF JACKSON, MISSISSIPPI

NOTICE OF REQUEST FOR REDEVELOPMENT PROPOSALS TO BE RECEIVED DECEMBER 13, 2011

The **Jackson Redevelopment Authority** (the "Authority") of the **City of Jackson, Mississippi**, will receive Redevelopment Proposals at the offices of the Authority, Room 223, 2nd floor, Hood Municipal Building, 200 South President Street, Jackson, Mississippi until 2:00 o'clock p.m., December 13, 2011, for the **leasing and redevelopment**, of property located in the City Block in the City of Jackson, Mississippi, by Pascagoula, Roach and Farish Street and adjacent properties (the "Property") located in downtown Jackson as the Jackson Convention Center Hotel site.

All Proposals shall be on a Redevelopment Proposal Form furnished by the Authority, accompanied by such appendices, exhibits, or other materials as the Proposer desires. All Proposals shall be in accordance with all of the requirements of the Request for Redevelopment Proposals, copies of which are available for review at the offices of the Authority and will be furnished upon request.

Proposals shall be made by those interested on or before 2:00 o'clock p.m., December 13, 2011.

Such further information as is available may be obtained at the offices of the Authority.

/s/ Ronnie Crudup, Sr.
Chairman, Board of Commissioners

To Be Published:

The Clarion-Ledger – November 28, 2011

APPENDIX II

PROPOSAL TO LEASE AND REDEVELOP

REDEVELOPMENT PROPOSAL FORM

TO: Jackson Redevelopment Authority
Room 223, Hood Municipal Building
200 South President Street
Jackson, Mississippi 39201

Gentlemen:

The undersigned (the "Proposer"), having familiarized (himself) (herself) (themselves) (itself) with the Property (as defined in the Request for Redevelopment Proposals, Jackson Convention Center Hotel Site Area, Downtown Jackson, Mississippi, Submission Deadline: 2:00 PM, December 13, 2011), and the terms and conditions of the Request for Redevelopment Proposals, hereby proposes to lease and redevelop all or a portion of the Property in accordance with the terms and conditions set forth in the Request for Redevelopment Proposals, and more particularly as follows:

1. The Proposer proposes to lease and redevelop all of the Property or the portion of the Property identified as follows: _____ . [NOTE. IN THE ABSENCE OF INFORMATION IDENTIFYING A PORTION OF THE PROPERTY, THIS PROPOSAL WILL BE CONSIDERED TO BE A PROPOSAL TO LEASE AND REDEVELOP THE ENTIRE PROPERTY.]

2. The Base Rentals which the Proposer will agree to pay (or the method for computing Base Rentals), the method for computing any additional or percentage rentals which the Proposer will agree to pay and the lease term which the Proposer will require or to which the Proposer will agree (including, if required, options to renew) are set forth in **Exhibit - Item "2"** attached hereto. The Proposer acknowledges its understanding that, under applicable law, the Authority cannot dispose of property, by sale, lease or other transfer, for less than its fair value for uses in accordance with the applicable urban renewal plan.

3. A description of the Development Team, including and/or addressing (as applicable): (i) description of primary respondent and related principals; (ii) description of team members, including architects, consultants and contractors; (iii) description of development and redevelopment experience and status of current projects including experiences related to the design, construction, leasing and management of urban real estate projects; (iv) description of similar experiences in developing and redeveloping properties acquired from public owners and with the public process; (v) ability to assemble additional property to increase the magnitude and impact of the proposed project (if applicable) is attached hereto as **Exhibit - Item "3"**.

4. Documentation describing details of the proposed redevelopment of the Property (or applicable portion thereof), including information addressing (without limitation): (i) project vision; (ii)

development concept including narrative description and visual depictions; (iii) proposed redevelopment plan; (iv) anticipated types of uses; (v) approximate quantities/square footage for each use; (vi) development timeline from execution of a Memorandum of Understanding to completion of redevelopment; and (vii) preliminary project budget and 15-year cash-flow proforma is attached hereto as **Exhibit - Item “4”**.

5. A comprehensive description of any governmental assistance or governmental participation in the proposed project, which the Proposer will request or require, is attached hereto as **Exhibit - Item “5”**.

6. A comprehensive description of all conditions upon the Proposer's commitment to carry out redevelopment of the Property (or applicable portion thereof) pursuant to the Proposal is attached hereto as **Exhibit - Item “6”**.

7. A description of any variations from the description of the proposed lease terms in the Request for Proposals, which the Proposer will request or require, is attached hereto as **Exhibit - Item “7”**.

8. If the Board of Commissioners of the Authority determines that it is in the public interest to accept this Proposal, the Proposer will enter into a Memorandum of Understanding with the Authority pursuant to which, subject to satisfaction of conditions set forth therein within time periods specified therein, the Authority and the Proposer will agree to enter into a Lease Agreement as described in Appendix “IV” to the Request for Proposals (with such modifications, additions and changes as shall be specifically set forth in such Proposal or as shall be mutually acceptable to the Proposer and the Authority), and the Proposer will agree to file, with the Authority, an affirmative action program for work-force integration.

9. The following additional information which the Proposer has determined to be appropriate to permit the Authority to determine the qualifications, experience and abilities of the Proposer and to gain a complete understanding of the Proposer's vision for the Property is attached hereto:

10. The undersigned understands that the Authority has reserved the right to reject any and all Proposals, to waive all informalities and to negotiate with any person for Proposals.

11. The undersigned understands that this Proposal may not be withdrawn without the Authority's consent during the period commencing on and including the date of submission and ending one-hundred and twenty days after the Submission Deadline.

12. A statement showing the Proposer's qualifications and financial responsibility on a form supplied by the Authority is attached hereto as Attachment "A".

Respectfully submitted:

Date: _____

By: _____

(following to be completed if a corporation, partnership, limited liability company or other entity)

Date: _____, 2011

Our entity is chartered under the laws of the State of _____ and the names, titles and business addresses of the principal executive officers, partners, managers and members, as applicable, are as follows:

Title/Office	Name	Address

Attachment A to Redevelopment Proposal Form

**STATEMENT OF QUALIFICATIONS
AND FINANCIAL RESPONSIBILITY**

1. a. Name of Proposer:

b. Address and ZIP Code of Proposer:

2. Is the Proposer a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms? ☐ YES ☐ NO

If Yes, list each such corporation or firm by name and address, specify its relationship to the Proposer, and identify the officers and directors or trustees common to the Proposer and such other corporation or firm.

3. a. The financial condition of the Proposer, as of _____, 20__, is as reflected in the attached financial statement.

(NOTE: Attach to this statement a recent financial statement, preferably certified, showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit.)

b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based:

4. Are any funds for carrying out the Proposer's obligations to be obtained from sources other than the Proposer's own funds? ☐ YES ☐ NO

If Yes, attach a statement of the Proposer's plan for obtaining such funds.

5. Names and addresses of bank references:

6. a. Has the Proposer or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Proposer or said parent corporation, or any of the Proposer's officers or principal members, shareholders or investors (referred to herein as "principals of the Proposer") been adjudged bankrupt, either voluntary or involuntary, within the past 10 years? ☐ YES ☐ NO

If Yes, give date, place, and under what name.

b. Has the Proposer or anyone referred to above as "principals of the Proposer" been indicted for or convicted of any felony within the past 10 years? ☐ YES ☐ NO

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach any explanation deemed necessary.

7. a. Undertakings comparable to the proposed undertaking, which have been carried out by the Proposer or any of the principals of the Proposer, including identification and brief description of each undertaking and parties who may be contacted with respect thereto:

b. If the Proposer or any of the principals of the Proposer has ever been an employee, in a supervisory capacity, for any party carrying out activities comparable to the proposed undertaking, name of such employee, name and address of employer, title of position and brief description of work:

8. Does any member of the governing body of the Jackson Redevelopment Authority or the City of Jackson or any officer or employee of the Jackson Redevelopment Authority or the City of Jackson who exercises any functions or responsibilities in connection with the proposed undertaking, have any direct or indirect personal interest in the Proposer? ☐ YES ☐ No

If Yes, explain.

9. Statements and other evidence of the Proposer's qualifications and financial responsibility (other than the financial statement referred to in Item 3(a)), are attached hereto and hereby made a part hereof as follows:

CERTIFICATION

I (We)¹ _____ certify that this Proposer's Statement of Qualifications and Financial Responsibility and the attached evidence of the Proposer's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.

Dated: _____

Dated: _____

Signature

Signature

Title

Title

Address and ZIP Code

Address and ZIP Code

¹ If the Proposer is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if a limited liability company, by one of the managers, or if no managers, by one of the members; if an entity not described above, by its president and secretary or by one of its chief officers having knowledge of the financial status and qualifications of the Proposer.

Attach

Exhibit - Item 2

Exhibit - Item 3

Exhibit - Item 4

Exhibit – Item 5

Exhibit – Item 6

Exhibit – Item 7

APPENDIX “III”

TERMS OF LEASE AGREEMENT

Pursuant to any lease agreement entered into pursuant to this Request for Proposals, the Authority will warrant title to the Property, subject to normal and customary exceptions (if any). Unless a Proposal shall specify otherwise, each lease agreement will include provisions appropriate based on the commitments of Redeveloper and the Authority, specifically including but not limited to provisions:

- a. specifying the improvements to be carried out by the Redeveloper, the schedule for completing such improvements, the date on which possession of the Leased Premises is to be delivered to the Redeveloper and the date on which rentals commence;
- b. specifying the times for payment of Rentals, the amount of Base Rentals and the method for computing any Percentage or Additional Rentals;
- c. prohibiting the discrimination against any person in any manner relating to the Leased Premises on the basis of race, creed, color, religion, age, sex, handicap or national origin;
- d. requiring the Authority's consent prior to any assignment or subletting of the Leased Premises;
- e. specifying that the Redeveloper will be responsible for all repairs of any type whatsoever;
- f. requiring that the Redeveloper maintain public liability and casualty insurance in specified amounts (which shall be appropriate for the operations of the Redeveloper);
- g. providing that the Redeveloper will be responsible for ad valorem taxes, if any, on or with respect to the Leased Premises and any improvements thereon, whether or not such improvements are installed or constructed in the Leased Premises by such Redeveloper;
- h. requiring acceptable accounting and verification procedures adequate in relation to any rentals specified in a lease, and permitting the Authority's review and audit of appropriate records of the Redeveloper;
- i. specifying the uses for the Leased Premises and requiring that the Redeveloper operate, use and maintain the leased premises in a manner consistent with the Authority's urban renewal objectives;
- j. requiring the Redeveloper to promptly comply with all ordinances of the City of Jackson, Hinds County and other governmental authorities or agencies applicable to the Leased Premises because of the Redeveloper's use thereof and with all ordinances and requirements enforced by the Board of Health and the Sanitary and Police Departments, for the correction, prevention and abatement of nuisances in and about or connected with the Leased Premises because of the Redeveloper's use thereof during the term of the Lease, all at the Redeveloper's expense;
- k. addressing alterations, improvements and additions made by the Redeveloper on the Leased Premises;

- l. requiring the Redeveloper to provide such reasonable information as the Authority may reasonably request concerning employment in connection with the Leased Premises;
- m. providing for the relative rights of the Redeveloper and the Authority in the event that the Leased Premises are damaged or destroyed during the term of the lease; and
- n. requiring that the Redeveloper maintain insurance with respect to the Leased Premises, naming the Authority and the City of Jackson as additional insureds.

APPENDIX "IV"

Sketch Generally Depicting the Property

The location of the parcels included in the Property is generally identified below in Appendix "V". The Authority is not aware of any composite survey of the parcels and makes no representation concerning the likely results of such a survey.

APPENDIX "V"

General Identification of the Property

The Property is located in the City of Jackson, First Judicial District, Hinds County, Mississippi, and is generally identified

Exhibit "A"

Convention Center Area

The real property located in the City of Jackson, First Judicial District, Hinds County, Mississippi, generally described as follows:

City Blocks bounded by Farish, Pearl, Roach, Court, Mill and Pascagoula Streets

Commencing at the intersection of the west right-of-way line of Farish Street and the south right-of-way line of Pearl Street as the point of beginning,
proceed southerly along the west right-of-way line of Farish Street to the north right-of-way line of Pascagoula Street,
proceed westerly along the north right-of-way line of Pascagoula Street to the west right-of-way line of Roach Street
proceed southerly along the west right-of-way line of Roach Street to the north/east right-of-way line of Court Street,
proceed northwesterly and northerly along the north/east right-of-way line of Court Street and the east right-of-way line of Mill Street to the south right-of-way line of Pearl Street;
proceed easterly along the south right-of-way line of Pearl Street to the point of beginning.

Property in City Block bounded by Pearl, Lamar, Pascagoula and Farish Streets

Weber

A certain parcel of land being a part of 9.31 Acre Lot 2, South according to H. C. Daniel's Map of the City of Jackson (1875), and being more particularly described as follows:

Commence at a pk nail marking the Point of Intersection of the East right-of-way line of Farish Street and the North right-of-way line of Pascagoula Street (as both are now laid out and improved) and run thence South 81 degrees 05 minutes 00 seconds East along said North right-of-way line of Pascagoula Street for a distance of 156.69 feet to a pk nail marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING and leaving said North right-of-way line of Pascagoula Street, run thence North 00 degrees 38 minutes 47 seconds East for a distance of 155.17 feet to a pk nail; run thence South 81 degrees 05 minutes 00 seconds East for a distance of 12.45 feet to the Southwest corner of an existing 1-story stucco building (119 East Pearl Street); run thence North 00 degrees 08 minutes 36 seconds East along the West face of

said existing 1-story stucco building for a distance of 143.85 feet to the Northwest corner thereof; said point also being on the South right-of-way line of Pearl Street (as now laid out and in improved); leaving said West face of an existing 1-story stucco building, run thence South 81 degrees 31 minutes 50 seconds East along the North face of said existing 1-story stucco building and along said South right-of-way line of Pearl Street for a distance of 74.50 feet to the Northeast corner thereof; leaving said North face of an existing 1-story stucco building and said South right-of-way line of Pearl Street, run thence South 00 degrees 15 minutes 11 seconds East along the East face of said existing 1-story stucco building for a distance of 144.60 feet to the Southeast corner thereof; leaving said East of an existing 1-story stucco building; run thence South 80 degrees 41 minutes 53 seconds East for a distance of 10.29 feet to a pk nail on a concrete retaining wall; run thence South 06 degrees 50 minutes 00 seconds West for a distance of a 153.58 feet to an existing iron pin on the aforesaid North right-of-way line of Pascagoula Street; run thence North 81 degrees 05 minutes 00 seconds West along said North right-of-way line of Pascagoula Street for a distance of 81.60 feet to the POINT OF BEGINNING, containing 0.563 acres, more or less.

Wilson

A parcel of land containing 0.65 acres (28,406.35 square feet), more or less, being situated in 9.31 Acre Lot 2 South, H.C. Daniel's Map of 1875 of the City of Jackson, Mississippi (reference to said map being made as part of this description), also being situated in Lots A, B, and C of Harlan Subdivision, City of Jackson, First Judicial District, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the intersection of the South right-of-way line of Pearl Street with the East right-of-way line of Farish Street (as both streets are now laid out and in use), said point of intersection also being the point of beginning for the parcel herein described; run thence along said right-of-way of Pearl Street S81°13'39"E for a distance of 172.12 feet; thence leave said right-of-way and run S00°12'44"W for a distance of 155.19 feet; thence N81°14'00"W for a distance of 93.54 feet; thence S00°12'44"W for a distance of 28.27 feet; thence N81°13'39"W for a distance of 76.31 feet to the Eastern right-of-way line of Farish Street; thence run along said right-of-way line N00°9'21"W for a distance of 183.83 feet to the POINT OF BEGINNING.

The above-described parcel is the same property as that described in, and conveyed by, a Warranty Deed from Mrs. Gladys M. Williamson to John H. Wilson and recorded on February 4, 1972 in Book 1990 at Page 231 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi; by Warranty Deed from Deposit Guaranty National Bank to John H. Wilson and H. Benton Wilson and recorded on August 12, 1993 in Book 4152 at Page 584 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi, less and except an Easement to the City of Jackson as recorded in Book 952 at Page 615 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi; with said property being conveyed to Grantor by virtue of the Last Will and Testament of John H. Wilson, deceased, as recorded in the Chancery Court of

Madison County, Mississippi. The above-described parcel is further identified as Tax Parcels 191-17, 191-18 and 191-19 on the Hinds County tax assessment roll.

Fountain

A parcel of land containing 0.14 acres (5,989.21 square feet), more or less, being situated in 9.31 Acre Square 2 South, H.C. Daniel's Map of 1875 of the City of Jackson, Mississippi (reference to said map being made as a part of this description), City of Jackson, First Judicial District, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at a found iron pin marking the intersection of the South right-of-way line of Pearl Street with the West right-of-way line of West Street (as both streets are now laid out and in use per that Deed recorded in Book 4392 at Page 163 of the Hinds County land records); thence run along said South right-of-way line of Pearl Street N81°13'39"W for a distance of 687.00 feet to the Point of Beginning for the parcel herein described; thence continue N81°13'39"W for a distance of 40.60 feet (Deed 40.70 feet); thence leave said right-of-way and run S06°30'09"W for a distance of 159.71 feet (Deed 159.20 feet); thence S81°32'35"E for a distance of 30.69 feet; thence N06°18'33"E for a distance of 48.29 feet (Deed 48.59 feet); thence S81°43'12"E for a distance of 10.01 feet; thence N06°31'43"E for a distance of 111.16 feet to the Point of Beginning.

The above-described parcel is the same property as that described in, and conveyed by, a Quitclaim Deed from D. G. Fountain and Margaret B. Fountain to Fountain Real Estate, L.P. and recorded on December 30, 1994 in Book 4392 at Page 163 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi. The above-described parcel is further identified as Tax Parcel 191-24 on the Hinds County tax assessment roll.

Ergon

A parcel of land containing 1.32 acres (57,700.77 square feet), more or less, being situated in 9.31 Acre Square 2 South, H.C. Daniel's Map of 1875 of the City of Jackson, Mississippi (reference to said map being made as a part of this description), City of Jackson, First Judicial District, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the intersection of the old North right-of-way line of Pascagoula Street with the West right-of-way line of Lamar Street (per that Deed recorded in Book 4350 at Page 377 of the Hinds County Land records); thence run along said North right-of-way line of Pascagoula Street N81°06'08"W for a distance of 117.90 feet; thence N06°09'21"E for a distance of 10.00 feet to a found iron pin marking the Point of Beginning for the parcel herein described; thence N81°06'08"W for a distance of 109.92 feet; thence N05°35'24"E for a distance of 119.88 feet; thence N72°19'35"W for a distance of 55.40 feet; thence N09°12'00"E for a distance of 6.75 feet to a found iron pin; thence N22°46'00"W

for a distance of 22.15 feet to a found iron pin; thence N81°14'00"W for a distance of 49.30 feet to a found pk nail; thence N81°14'00"W for a distance of 10.60 feet; thence N00°04'32"W for a distance of 145.18 feet (Deed 144.50 feet) to the South line of Pearl Street; thence along said South line S81°13'39"E for a distance of 274.98 feet; thence leave said South line and run S06°30'09"W for a distance of 167.10 feet (Deed 166.35 feet); thence N81°06'08"W for a distance of 20.07 feet (Deed 19.30 feet); thence S07°13'25"W for a distance of 130.71 feet (Deed 130.80 feet) to the Point of Beginning.

The above-described parcel is the same property as that described in, and conveyed by, a Warranty Deed from Leslie B. Lampton, et al to Pearl Street Parking, LLC and recorded on August 31, 1994 in Book 4350 at Page 377 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi. The above-described parcel is further identified as Tax Parcel 191-21 on the Hinds County tax assessment roll.

Wilson

A parcel of land containing 0.51 acres (22,045.15 square feet), more or less, being situated in 9.31 Acre Lot 2 South, H.C. Daniel's Map of 1875 of the City of Jackson, Mississippi (reference to said map being made as part of this description), in the City of Jackson, First Judicial District, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the intersection of the East line of Farish Street with the North line of Pascagoula Street (as both streets are now laid out and in use), said point of intersection also being the POINT OF BEGINNING for the parcel herein described; run thence along said right-of-way of Pascagoula Street S81°05'00"E for a distance of 156.41 feet; thence leave said right-of-way and run N00°37'32"E for a distance of 154.95 feet; thence N81°14'00"W for a distance of 82.74 feet; thence S00°12'44"W for a distance of 28.27 feet; thence N81°13'39"W for a distance of 76.31 feet to the East line of Farish Street; thence along said right-of-way line S00°29'21"E for a distance of 126.68 feet to the POINT OF BEGINNING.

The above-described parcel is the same property as that described in, and conveyed by, a Warranty Deed from Mrs. Thelma Ross to John H. Wilson and recorded on December 31, 1986 in Book 3310 at Page 162 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi with said property being conveyed to Grantors by virtue of the Last Will and Testament of John H. Wilson, deceased, as recorded in the Chancery Court of Madison County, Mississippi. The above-described parcel is further identified as Tax Parcel 191-16 on the Hinds County tax assessment roll.

Firestone Property

A certain parcel of land being a part of Lots 34 and 35 West Jackson in 8.93 Acre Lot 3 South, H.C. Daniel's Official Map of the City of Jackson (1875) in the City of Jackson, Hinds County, Mississippi, and being more particularly described as follows:

Begin at a set iron pin marking the Point of Intersection of the South right-of-way line of Pascagoula Street and the East right-of-way line of Roach Street and run thence South 81 degrees 05 minutes 00 seconds East along said South right-of-way line of Pascagoula Street for a distance of 133.68 feet to a set iron pin leaving said South right-of-way line of Pascagoula Street, run thence South 00 degrees 13 minutes 00 seconds West for a distance of 165.87 feet to a set iron pin; run thence North 88 degrees 57 minutes 00 seconds West for a distance of 137.36 feet to a set iron pin on the aforesaid East right-of-way line of Roach Street; run thence North 01 degrees 50 minutes 09 seconds East along said East right-of-way line of Roach Street for a distance of 184.17 feet to the POINT OF BEGINNING, containing 23,607 square feet, more or less.

The above described parcel of land being the same property as described in deed recorded in Deed Book 5483 at Page 105, on file and of record in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi.

Ergon Office Building

A parcel of land containing 0.26 acres (11,250.00 square feet), more or less, being situated in 10 Acre Lot 1 South, H.C. Daniel's Map of 1875 of the City of Jackson, Mississippi (reference to said map being made as a part of this description), City of Jackson, First Judicial District, Hinds County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the intersection of the North right of way line of Pearl Street with the East right of way line of Lamar Street per that Deed recorded in Book 4350 at Page 374 of the Hinds County Land records, said point of intersection also being the Point of Beginning for the parcel herein described; thence run along said East right of way line of Lamar Street N08°54'54"E for a distance of 150.00 feet; thence leave said right of way and run S81°05'50"E for a distance of 75.00 feet; thence S08°54'54"W for a distance of 150 feet to the North line of Pearl Street; thence run along said North line N81°05'50"W for a distance of 75.00 feet to the Point of Beginning.

The above-described parcel is the same property as that described in, and conveyed by, a Warranty Deed from Ergon, Inc. to Pearl Street Properties, Inc. and recorded on August 31, 1994 in Book 4350 at Page 374 in the office of the Chancery Clerk of Hinds County at Jackson, Mississippi. The above-described parcel is further identified as Tax Parcel 191-74 on the Hinds County tax assessment roll.